

|                                       |                                   |   |                                |
|---------------------------------------|-----------------------------------|---|--------------------------------|
| 2. AMENDMENT MODIFICATION NO.<br>P006 | 3. EFFECTIVE DATE<br>JUL 01, 2015 | 4. REQUISITION/PURCHASE REQ. NO.<br>5PSSE-15-0119 | 5. PROJECT NO. (if applicable) |
|---------------------------------------|-----------------------------------|---|--------------------------------|

|   |                    |  |      |
|---|--------------------|--|------|
| 6. ISSUED BY<br>5 AMD Services Contracting Branch<br>Northern Services Contracting Team<br>16 Robert Street N. Suite 206<br>Saint Paul MN 55116 | CODE<br>5P1QBC- SP | 7. ADMINISTERED BY (If other than item 6)<br>See Block 6 | CODE |
|---|--------------------|--|------|

|   |               |     |  |
|---|---------------|-----|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code)<br>MC & MAINTENANCE, INC.<br>P.O. BOX 1877<br>ANGOR ME 04402 | (b) (4)       | (X) | 9A. AMENDMENT OF SOLICITATION NO.                              |
|   |               |     | 9B. DATED (SEE ITEM 11)  |
|   |               | X   | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>GS-05P-12-SE-D-0024 |
|   |               |     | 10B. DATED (SEE ITEM 13)<br>JUN 06, 2012                       |
| CODE 00000625   | FACILITY CODE |     |  |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

2. ACCOUNTING AND APPROPRIATION DATA (If required)

Modification Amount: \$654,831.2  
Modification Obligated Amount: \$54,569.2

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

|           |  |
|-----------|--|
| Check One | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |
|           | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| X         | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:<br>52.217-9 Option to Extend the Term of the Contract   |
|           | D. OTHER (Specify type of modification and authority)  |

14. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
S05P12SED0024, 1B2E00596, Option Period I  
Mechanical Operations & Maintenance Services- Minneapolis U.S. Courthouse (MN0092ZZ)

The purpose of this modification is to exercise Option Period I for the period of performance of June 1, 2015 through May 31, 2016. ...See Continuation Page  
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

|   |   |  |                              |
|---|---|--|------------------------------|
| 5A. NAME AND TITLE OF SIGNER (Type or print)<br>Jason Gatchell, COO | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Della Ljungkull, Contracting Officer<br>(612)750-4484 della.ljungkull@gsa.gov |  |                              |
| 5B. CONTRACTOR/OFFEROR<br>(b) (6)                                   | 15C. DATE SIGNED<br>7-7-15  | 16B. UNITED STATES OF AMERICA<br>(b) (6) | 16C. DATE SIGNED<br>7-7-2015 |
| (Signature of person authorized to sign)                            |   | (Signature of Contracting Officer)       |                              |

Continued from Block 14...

The modification is hereby exercised in an the amount of \$54,569.28 per month and \$654,831.36 annually; increases of \$1,008.37 per month and \$12,100.45 annually respectively.

Option Period I incorporates the following additional service rates:

Additional Services Hourly: (b) (4)

Maintenance Repair Service Between \$2,000.00 and \$10,000.00: (b) (4)

Emergency Call-back Services: (b) (4)

Overtime Services: (b) (4)

The attached Collective Bargaining Agreement between CMC Maintenance and the International Union of Operating Engineers NO. 70 with rates effective July 1, 2015 through June 30, 2016, is hereby incorporated.

This modification is subject to the Limitations on Government Obligations (LoGO) Clause, the certification of funding reflects only one month (July 1, 2015 through July 31, 2015) of funding in the amount of \$54,569.28 The remaining 11 months are subject to the LoGO Clause and will be funded in one month increments.

In accordance with this modification, the total overall contract value is increased by \$654,831.36 from \$1,873,475.42 to \$2,528,306.78.

All other terms and conditions not addressed herein remain unchanged and in full force and effect.

**CLAUSE: Limitation of Government's Obligation.**

As prescribed, use the following clause:

## LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item(s) 0008 is incrementally funded. For these item(s), the sum of \$54,569.28 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or

obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

|                        |             |
|------------------------|-------------|
| Upon Execution of PO06 | \$54,569.28 |
| 08/01/2015             | \$54,569.28 |
| 09/01/2015             | \$54,569.28 |
| 10/01/2015             | \$54,569.28 |
| 11/01/2015             | \$54,569.28 |
| 12/01/2015             | \$54,569.28 |
| 01/01/2016             | \$54,569.28 |
| 02/01/2016             | \$54,569.28 |
| 03/01/2016             | \$54,569.28 |
| 04/01/2016             | \$54,569.28 |
| 05/01/2016             | \$54,569.28 |
| 06/01/2016             | \$54,569.28 |

Attachment Page

**AGREEMENT**

**between**

**CMC MAINTENANCE, INC.**

**and**

**INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL NO. 70**

**at**

**MINNEAPOLIS FEDERAL BUILDING  
AND COURT HOUSE**

**July 1, 2013 through June 30, 2018**

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## WITNESSETH

WHEREAS, the employees of the Company have selected to bargain collectively with the Employer, and for said purpose a majority of same have affiliated themselves as members of the Union and have chosen the Union to bargain collectively with the Employer in their behalf for wages, hours, and working conditions, now, therefore, for the purpose of carrying out the intentions of the parties, it is mutually agreed as follows:

## ARTICLE I - RECOGNITION

**Section 1.** The Employer recognizes the Union as the exclusive collective bargaining agency for all employees, as classified herein, who are employed at the Minneapolis Federal Building and Courthouse.

**Section 2.** The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this agreement, either individually or collectively, which in any way conflicts with the provisions and terms of this agreement.

**Section 3.** The term "Engineer" shall include all persons operating or assisting in operating and maintaining steam boilers, engines, pumps, turbines, pressure vessels, dynamos, compressors, refrigeration, air conditioning and heating machinery and equipment, and all other appurtenances and auxiliaries, connected with and used on the employer's premises, as covered by this Union's jurisdiction.

**Section 4.** The Union shall have the sole and unequivocal right to set the level of dues, assessments, and initiation fees.

1. All persons now employees or hereinafter employed by CMC Maintenance, Inc., and coming under the Union's jurisdiction shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the initiation fees, assessments, and dues uniformly required for membership in the Union, beginning not later than thirty-one (31) days following:

1. The date of their employment; or
2. The date of execution of this agreement, whichever occurs later.

**Section 5.** The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Company in reliance on any list, notice or assignment furnished by the Union under provisions of this section.

## ARTICLE II – UNION SECURITY

**Section 1.** All persons now employed or hereinafter employed by CMC Maintenance, Inc., thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union's representation function.

**Section 2.** If any employee does not remain "in good standing" as defined above, the Employer shall terminate the employee within ten (10) days of written notice to do so from the Union or as soon as a replacement can be obtained, but not to exceed twenty-one (21) days. The Union shall save CMC Maintenance, Inc., harmless from any claims of an employee so terminated.

**Section 3.** CMC Maintenance, Inc., agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are Union members. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. The authorization shall not be revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer during the first pay period of each calendar month and transmitted to the Union together with a list of names of the employees and deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.



**Section 4.** Within thirty (30) days after an employee covered by this Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee's name, address, work classification and date of hiring.

**Section 5.** The provisions of Section 1. Shall not apply to any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect which has historical conscientious objections to joining or to pay the service fee required by Section 1. Above to a non-religious charity fund, exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by employee.

### ARTICLE III – MANAGEMENT RIGHTS

**Section 1.** The Union recognizes that the Employer shall exercise its function of management under which it will have the right to hire new employees and to direct the work force, to promote, demote, suspend, discipline or discharge for just cause, transfer or layoff employees because of lack of work and to require employees to observe reasonable Employer rules and regulations not inconsistent with the provisions of this agreement. It is agreed that these enumerations of management rights shall not be held to limit or restrict the Employer from exercising other rights, such as outlined in the Employee Handbook not herein enumerated, provided that such rights do not conflict with the expressed intent or terms of this agreement.

**Section 2.** The Union recognizes the Employer's Drug Free Workplace policy with the understanding that Minnesota Statutes may have standing in the modification of such policy.

**Section 3.** The Employer will provide an Employee Handbook to each employee covered by this agreement at soon as practicable upon signing of this agreement.

#### ARTICLE IV – GRIEVANCE and ARBITRATION

**Section 1.** Any controversy arising over the interpretation or adherence of the terms and provisions of this agreement shall be settled promptly by negotiations between the Union and the Employer. If the controversy cannot be so settled within ten (10) days after it has been presented to the other party, it shall be referred to arbitration. Should the Union and the Employer be unable to agree on an arbitrator within five (5) days after the expiration date of the above ten (10) day period, the grieving party shall request a list of five (5) qualified arbitrators from the Minneapolis Area of Federal Mediation and Conciliation Services. The arbitrator shall be selected by the alternate scratching of names. The grieving party shall scratch the first name. The last name remaining shall be the arbitrator. The decision of the arbitrator shall be final and binding on all parties concerned. Each party shall bear the expense involving their own people, and shall share the expense of the arbitrator.

**Section 2.** All grievances arising under this agreement must be filed in writing with the other party within twenty (20) days after their original occurrence in order to be eligible for arbitration as provided herein. If they are not filed in writing within the above time limit, they shall automatically become null and void.

**Section 3.** The Union agrees there will be no strike or picketing of the Employer's business unless the Employer has refused to arbitrate or refused to abide by an arbitration decision under this Article IV.

**Section 4.** The Employer agrees that they will not lock out their employees unless the Union has refused to arbitrate or refused to abide by an arbitration decision under this Article IV.

#### ARTICLE V – SENIORITY

In promotion, demotion and retention in case of reduction of force, where qualifications are equal, plant-wide seniority shall govern. If there is no rotation of shifts, and where qualifications are equal, plant-wide seniority shall also govern choice of shifts. New employees shall serve a probationary period of six (6) calendar months worked. During this period, they may be

dismissed by the Employer for any reason and shall have no recourse. If retained after completion of the probationary period, they shall be placed on the seniority list and their seniority shall date from their first day of latest hire.

Seniority shall be lost and the employment relationship terminated when the employee:

1. Voluntarily quits;
2. Retires;
3. Discharged for just cause;
4. Fails to report for his/her regular work shift for three (3) consecutive work days without notification to the Employer;
5. Fails to notify the Employer of his/her intent to return from layoff within five (5) days after receipt of official recall notification. Official recall notification shall be by telegram or certified mail;
6. Fails to report upon the termination of an approved leave of absence;
7. Performs no work (off the payroll) for the Employer for six (6) months, if under one (1) year seniority and for one (1) year if more than one (1) year seniority.

#### ARTICLE VI - HOLIDAYS

All employees required to work on any of the following ten (10) holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day or days celebrated in lieu thereof, ("days celebrated in lieu thereof" shall mean a Friday or Monday that is substituted for a holiday that falls on a Saturday or Sunday and that the employees are advised one week in advance of such substitution) employees who work on a holiday shall receive pay at two and one-half (2-½) times their regular straight time wage rate. If a holiday, other than an individual holiday, falls on the employee's regular day off or if the employee is given the holiday off, the employee shall receive eight (8) hours holiday pay for the holiday not worked at his/her regular straight time wage rate provided the employee is not absent the day before or the day after the holiday. For the purpose of this agreement, a

holiday shall be construed to be a twenty-four (24) hour period. There shall be no pyramiding of overtime on a holiday or holiday pay.

For the purpose of computing weekly overtime for the employees who are given the holiday off (an otherwise scheduled work day) or if the holiday falls on the employee's regular day off shall be credited with eight (8) straight time hours. Example of holiday off: 32 straight time hours worked + 8 hours holiday = 40 straight time hours. Example of holiday falling on a regular day off: 40 straight times hours worked + 8 hours holiday = 48 straight time hours.

Regular part-time employees will receive holiday pay proportionate to that earned by full-time employees based on the average number of hours worked by the part-time employee.

#### ARTICLE VII – VACATION

**Section 1.** Employees shall receive vacation in accordance with the following schedule:

Based on completed years of continuous service from original hire date at the Minneapolis Federal Building and Courthouse:

1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
2. Three (3) hours of annual leave each week for an employee with three (3), but not less than fifteen (15) years of service.
3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

**Section 2.** Vacations shall be allotted and used in accordance with seniority each year and may be scheduled at any time during the ensuing twelve (12) months. During April of each year, the Employer shall post a vacation sign-up schedule. The posting shall indicate the classification and number of employees who may be on vacation during the open period. If an employee does not take all his/her earned vacation in a continuous period, he/she shall not be allowed to select a second vacation period until all other employees have had an opportunity to select a first period. The approved vacation



schedule shall be posted not later than May 1<sup>st</sup> of each year.

**Section 3.** Requests for vacation time off received after the approved vacation schedule is posted will be handled on a first-come, first-served basis, and require the advance approval of the Employer. Such request shall be made at least fourteen (14) days in advance of the requested time off.

**Section 4.** Employees who are allotted a vacation during a week in which a holiday falls shall be given an extra day off or the equivalent in pay at the discretion of the Employer.

**Section 5.** Any employee who has at least six (6) months or more of continuous service with his/her Employer and is subsequently laid off or who voluntarily terminates his/her service with the Employer, shall receive prorated vacation pay on the basis of one-twelfth (1/12th) of his/her total year's vacation pay for each full month of service after his/her anniversary (date of hire) date. Employees dismissed for cause shall not be entitled to any prorated vacation pay. Any employee who qualified for a full vacation on May 1<sup>st</sup> and leaves the service of the Employer for any reason prior to the taking of his/her vacation shall receive his/her vacation pay.

**Section 6.** Regular part-time employees who have been on the payroll of the Employer for a period of twelve (12) months prior to the commencement of the vacation period shall be granted one (1) day's vacation for each month of employment, not to exceed ten (10) days. Fifteen (15) days of actual work during a calendar month shall be considered one (1) month of employment.

**Section 7.** There will be a deduction from the earned vacation of any employee who has a leave of absence during the year preceding the vacation period — such deductions to be computed on the basis of one (1) day's vacation for each month of leave of absence for employees entitled to two (2) weeks vacation; a deduction of one and one-half (1-½) days vacation for each month of leave of absence for employees entitled to a three (3) week vacation; and a deduction of two (2) days vacation for each month of leave of absence for employees entitled to a four (4) week vacation.

**Section 8.** Vacation time may not be accumulated from year to year. Unused vacation will be paid at the rate in effect at the end of the first quarter



immediately following the contract year, so that no employee will have more than one year's total vacation pay outstanding at any time. For example: John Doe is entitled to 20 days of vacation pay per year. John has elected not to take any vacation during the year and thus has 20 days of vacation pay outstanding. Three (3) months later at the end of the first quarter immediately following the contract year, John has still not taken any vacation. Rather than have 25 days of vacation pay outstanding at this time, the Company will pay John for 5 days vacation, reducing the amount of outstanding vacation to the maximum allowed 20 days.

#### **ARTICLE VIII – RESIGNATION and LAYOFF**

**Section 1.** Engineers electing to resign shall be required to give the Employer ten (10) days notice and shall continue in the Employer's service during this ten (10) day period with the exception that the employee may leave earlier when competent replacement can be made.

**Section 2.** The Employer, electing to terminate the service of Engineers regularly employed, because of reduction in force, shall give such Engineers two (2) weeks notice, or the Employer may, in lieu thereof, pay the employee's two (2) weeks advanced salary.

#### **ARTICLE IX – CLASSIFICATIONS**

**Lead Maintenance/Operating Engineer** whose duties shall be the direction of the Maintenance Engineers and to take charge of the duties required.

**Maintenance Engineers** are those Engineers who take charge of a watch and perform the duties required on the job during the watch.

#### **ARTICLE X – HOURS, OVERTIME and WAGES**

**Section 1.** Eight (8) hours shall constitute a regular work day. Forty (40) hours shall constitute a regular work week. The hours worked per day and the days per week shall be consecutive.

**Section 2.** The overtime rate of time and one-half (1-½) the basic hourly rate shall be paid for all time worked in excess of forty (40) hours per week.

**Section 3.** All time worked on the seventh (7<sup>th</sup>) consecutive day shall be paid for at double time rates. In Plants where shifts are rotated and the seventh (7<sup>th</sup>) consecutive day worked is not in any one work week, the double time rate shall not apply, providing the work schedule has the approval of the Union and the Engineers working at the Plant.

**Section 4.** Engineers shall not be required to suspend work during regular working hours to absorb overtime.

**Section 5.** Engineers called back to work after regular working hours shall be paid one and one-half (1-½) times their regular hourly basic rate, but in no case shall an Engineer receive less than the equivalent of four (4) hours pay at the regular hourly basic rate.

**Section 6. Pager Pay.** Employees assigned to be on-call will receive ten dollars (\$10.00) a day for carrying the pager.

**Section 7.** The minimum rate of pay for the following classifications shall be as follows:

| Classification                      | Effective<br>7/1/2013 | Effective<br>7/1/2014 | Effective<br>7/1/2015 | Effective<br>7/1/2016 | Effective<br>7/1/2017 |
|-------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Lead Maintenance/Operating Engineer | \$38.30               | \$38.95               | \$39.60               | \$40.25               | \$40.90               |
| Maintenance Engineer                | \$34.35               | \$35.00               | \$35.65               | \$36.30               | \$36.95               |

**Section 8.** When the Lead Maintenance/Operating Engineer is gone on a leave of absence, the employee filling in for the Lead Maintenance/Operating Engineer will be compensated at the Lead Maintenance/Operating Engineer's rate for all hours worked.

**Section 9.** Nothing shall preclude the Employer from changing an employee's days off or starting times for work, providing not less than seventy-two (72) hours advance notice is given. It is understood that in emergency situations, such notice may not be given.

**Section 10.** Overtime shall be as equitably distributed among the unit as possible.

#### ARTICLE XI – GENERAL CONDITIONS

**Section 1.** It is agreed that when an Employer requires the services of an Engineer in connection with the operation of a steam boiler, engine, refrigeration equipment or dynamo or other equipment set forth in Article I, Section 3, of the agreement, and in connection with maintenance thereof, that such services shall be performed by Engineers covered by this agreement. The Employer reserves the right, at its discretion, to contract or subcontract work to persons other than those covered by this Agreement. This assignment of work will be primarily for work beyond the scope and qualifications of the employees herein to perform, and will not be used to undermine the Union or discriminate against its members.

**Section 2.** It is mutually agreed that the Engineers shall care for and maintain the equipment in their charge in the best possible condition, and to exercise due and proper care of the equipment they operate so as to obtain the best possible economics.

**Section 3.** Subject to the approval of the Government, authorized representatives of the Union shall have access to the work where employees covered by this agreement are employed; however, in order to preserve employer-customer relations, the union representative shall not interfere with the employer's employees, the customer's employees, or cause such employee to neglect their work; and further, such union representative shall comply with customer rules.

**Section 4.** All employees necessarily absent from work, for a period not exceeding twelve (12) months, on account of injury, or sickness, shall retain full employment rights over their former position and be reinstated by the

Employer upon the employee's request, provided they are physically and mentally able to perform their former duties. The Employer may require certification by a physician as to the employee's ability to resume his/her former duties.

**Section 5.** Conditions of employment as they now exist shall not be reduced by reason of this agreement.

**Section 6.** The Employer agrees to provide to each employee five (5) sets of uniforms, a jacket, and a hat per year, plus replacements for any damaged or un-wearable uniforms. The Employer agrees to reimburse each employee one hundred dollars (\$100.00) per year for the purchase of ANSI approved footwear.

#### ARTICLE XII – MEDICAL/HEALTH INSURANCE

**Section 1.** The Employer agrees that the current insurance provider and plan will remain the same for the length of the Agreement. The Employer hereby agrees to provide and pay for Medical/Health Insurance for full-time employees covered herein and their dependents. The Employer agrees to pay the lesser of the actual amount due for the coverage or the following monthly maximum for any one (1) employee:

| Effective |            |
|-----------|------------|
| 7/1/2013  | \$1,836.00 |
| 7/1/2014  | \$1,927.80 |
| 7/1/2015  | \$2,024.40 |
| 7/1/2016  | \$2,125.40 |
| 7/1/2017  | \$2,231.67 |

The Union acknowledges that should the monthly costs of providing the indicated coverage's be higher than the amounts shown for the respective periods, the Employer will deduct the difference from the employee's wages.

#### **Section 2.**

1. If an employee and/or his/her family members are eligible to receive



benefits under more than one group plan, benefits will be coordinated among the insurance companies involved so that the total amount payable under all plans will not exceed 100% of the allowable expense incurred during a calendar year.

2. No payment will be made for any expenses incurred to the extent that the employee or department is reimbursed, entitled to reimbursement, or in any way indemnified for those expenses by or through any public program. For the purposes of this paragraph, any individual who, at any time, was entitled to enroll in the entire medical care program under Title XVIII of the Social Security Act of 1976 as amended (Medicare), but who did not so enroll will be considered to be entitled to reimbursement in an amount equal to the amount to which he/she would have been entitled, if any, if he/she were so enrolled.

**Section 3. Life Insurance.** The Employer will provide employees only, twenty thousand dollars (\$20,000.00) life insurance.

#### ARTICLE XIII – RETIREMENT PLAN

The Employer agrees to contribute to the Central Pension Fund, of the International Union of Operating Engineers in behalf of and for the benefit of each eligible employee covered by the labor agreement between the Employer and Local No. 70 of the International Union of Operating Engineers, AFL-CIO, as follows:

\$6.85 per hour effective July 1, 2013  
\$7.25 per hour effective July 1, 2014  
\$7.65 per hour effective July 1, 2015  
\$8.05 per hour effective July 1, 2016  
\$8.45 per hour effective July 1, 2017

The contribution shall be used by the Pension Fund to provide benefits for eligible employees in accordance with the Pension Fund of said Pension Fund as is or may be determined by the Trustees thereof, to be applied to the eligible employees based on the amount of Employer contribution.



It is understood and agreed that the Pension Fund referred to herein shall at all times qualify for approval by the Internal Revenue Service of the US Treasury Department.

The parties agree that except as may be otherwise provided herein, the Employer's obligation to the Pension Fund and to the employees covered thereby, shall be fulfilled at the time the Employer makes the contributions to the said Pension Fund in the amount and the manner provided herein and provided further that upon making said contributions as aforesaid, the Employer shall be relieved and discharged from any further obligation to the said Fund.

Notwithstanding anything to the contrary herein above set forth, the obligations of the Employer hereby assumed shall continue only so long as there is in existence and effective collective bargaining agreement between the Employer and the Union, Local No. 70.

#### **ARTICLE XIV - FUNERAL ATTENDANCE**

The Employer agrees, at the written request of an employee, to give such employee reasonable time off, with no deduction in pay, for the attendance of the employee at the funeral of a mother, father, mother-in-law, father-in-law, brother, sister, wife, husband, grandparents of employee and spouse, or the child of that employee, such "reasonable time" however, to be at the sole discretion of the Employer, and in no case exceed three (3) days.

#### **ARTICLE XV - SICK LEAVE**

One-half ( $\frac{1}{2}$ ) day for each month of employment, to a maximum of fifteen (15) days. Sick days are to be used only for illness or injury. Sick leave for regular part-time employees will be proportionate to that earned by full-time employees based on the average number of hours worked by the part-time employee. An employee who is laid off, or who voluntarily terminates his/her service with the Employer, shall be paid for his/her accumulated sick leave. Employees dismissed for cause shall not be entitled to any sick leave pay.

**ARTICLE XVI – SAVINGS CLAUSE**

Should any part of this agreement or any provision herein contained be rendered invalid by reason of any existing or subsequently enacted legislation, or act of any authorized agency of government or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

**ARTICLE XVII – STATE and FEDERAL LAWS**

It is the intent and purpose of the parties to this agreement to abide by and comply with all laws, both state and federal, and the decisions and rulings of all courts, tribunals and boards, both state and federal that may legally affect this agreement. It is the belief of the parties hereto that this agreement does comply with all such laws, decisions and rulings. If, however, this agreement and the employer-employee relationship set forth herein is not in compliance with any such present law, decision or ruling, or is not, or will not be in compliance with any such law, decision or ruling which may be enacted or promulgated in the future, the parties hereto agree to accept and comply with any such federal or state law, any such federal or state court decision or the ruling of any such state or federal board or tribunal.

**ARTICLE XVIII – DURATION OF AGREEMENT**

The terms and conditions of this agreement shall supersede and replace all previous agreements between the parties hereto, and shall take effect on July 1, 2013 and extend to June 30, 2018, and shall continue from the latter date, and year to year thereafter unless terminated as follows: Either party may terminate this agreement or request amendments thereto on June 30, 2018, or on June 30, of any year thereafter by giving to the other party sixty (60) days written notice prior to June 30, 2018, or June 30 of any year thereafter in which termination or amendments are requested.

Both parties understand that in the event the Employer's contract with the Minneapolis Federal Building and Court House for operation and maintenance services at the building is canceled or terminated for any reason, the Employer is not bound by this agreement.

This agreement is made in duplicate and each copy is an original, executed at Minneapolis, Minnesota this 4 day of June, 2013.

CMC Maintenance, Inc.

International Union of Operating  
Engineers, Local No. 70

(b) (6)



KW/bdw/opeiu#12  
Contract/CMC

**SCHEDULE Continued**

| ITEM NO. | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE \$ | AMOUNT \$  |
|----------|---|----------|------|---------------|------------|
| 0008     | <p>Accounting and Appropriation Data:<br/> 1B2E00596.2015.192X.05.PG61.P0525243.K08.PGA47.<br/> .MN0092ZZ. .<br/> Cost Applied: \$54,569.28</p> <p>(New Line Item)<br/> Note: The certification of funding reflects only one month of funding (07/01/15-07/31/15) in the amount of \$54,569.28. The remaining months will be incrementally funded per the Limitation of Government's Obligation clause.</p> <p>Option Period I, period of Performance July 1, 2015 - June 30, 2016. Operations and Maintenance Services for the U.S. courthouse, Minneapolis, MN</p> <p>Contractor email: jason.m.gatchell@gmail.com</p> <p>Contractor to provide all labor, materials, equipment, and supervision to perform the work required in the scope of work.</p> | 12.00    | MO   | 54,569.28     | 654,831.36 |